

This Instrument was prepared by:  
Caroline R. Nichols, Esq.  
Pappas Metcalf Jenks & Miller, P.A.  
245 Riverside Avenue, Suite 400  
Jacksonville, FL 32202

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## **AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR ANASTASIA, A CONDOMINIUM**

**THIS AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR ANASTASIA, A CONDOMINIUM** (the "Amendment") is made this 26<sup>th</sup> day of February, 2005, by the Anastasia Condominium Association, Inc., a Florida corporation not-for-profit (the "Association").

### RECITALS

**WHEREAS**, the Declaration of Condominium Ownership for Anastasia, a Condominium dated August 29, 1975 (the "Declaration") was recorded in Official Records Book 290, page 333, of the public records of St. Johns, Florida;

**WHEREAS**, Section 5.03 of Declaration provides for amendment of the Declaration by an affirmative vote of three fourths (3/4) of the Voting Members of the Association; and

**WHEREAS**, the following Amendment was approved by an affirmative vote of three fourths (3/4) of the Voting Members at a meeting of the Association held on February 26, 2005;

**NOW THEREFORE**, the Voting Members hereby amend the Declaration as follows:

1. Section 7.02 of the Declaration is Amended in its entirety as follows:

7.02 Limited Common Elements

- (a) The Limited Common Elements are all areas within the Condominium that are so designated on the Floor Plans (Exhibit B) as well as those designated as such in the Declaration. Areas designated as Limited Common Elements are reserved for the exclusive use and benefit of the Owners of the Condominium Units to which such areas are contiguous, or to which such Limited Common Elements are assigned or declared to be appurtenant.

- (b) The Association shall have the right to assign Garages, which are designated as Limited Common Elements under the terms of this Declaration, to Unit Owners for the exclusive use and benefit of the Unit Owners to which such Garages are assigned. The Association shall be permitted to make any and all such assignments for consideration paid by a Unit Owner to the Association. The Association shall maintain a list of assigned Limited Common Elements, and shall be authorized to execute and record in the public records of St. Johns County, Florida, a certificate evidencing the assignment of a Garage to a Unit Owner.

2. Section 9.07 of the Declaration is hereby added to the Declaration as follows:

9.07 Garages

The term "Garages" as used herein shall mean and comprise the separate parking garages that are designated as Limited Common Elements of the Condominium pursuant to Section 7.02 of this Declaration, and which are located and individually described in the Floor Plans attached hereto, excluding, however: (1) all spaces and improvements lying beneath the undercoated and/or unfinished inner surfaces of the perimeter walls and floors, and upper roof ceilings and (2) all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior columns, bearing walls and/or bearing partitions; and (3) all pipes, ducts, vents, wires, conduits and other facilities, equipment and/or fixtures running through any interior wall or horizontal or vertical portion of a Garage, for the furnishing of utility services to the Garages. All garage doors and automatic garage door opener systems, and any attics or other storage areas that may be maintained within any Garage shall be construed to be within the boundaries or limits and part of the Garage exclusively served by such doors or systems, or contain such storage areas. The Garages are identified and numbered consecutively, all of which numbers are preceded by the letter "G". The Association may assign the exclusive use and benefit of any Garage to a Unit Owner as more particularly set forth in Section 7.02 of this Declaration. Unit Owners to whom a Garage has been assigned subsequently may assign the use and benefit of the Garage appurtenant to his or her Unit to any other Unit Owner in the condominium with or without consideration, but in no event shall the use and benefit of any Garage be assigned to any person or entity that is not a Unit Owner in the condominium. Unit Owners that assign the use and benefit of the Garage appurtenant to his or her Unit to any other Unit Owner in the condominium shall notify the Association of such assignment within fifteen (15) days of the assignment.

3. Section 11.07 is hereby added to the Declaration as follows:

11.07 The responsibility for and the cost of keeping clean and in orderly condition those Limited Common Elements that are assigned or granted to, and exclusively serve, a certain Unit or Units to the exclusion of other Units, shall be borne by the owner(s) of the Unit(s) to which the same are appurtenant. The Association shall be responsible for otherwise maintaining and repairing and replacing all Limited

Common Elements and shall assess against and collect from all of the Unit Owners the cost of such repair and replacement; however, the Association shall assess against and collect the aggregate cost of construction, maintenance, repairing and replacing the Garages, and any and all other costs associated with the construction and maintenance of the Garages, including without limitation, the cost of any and all taxes imposed with respect to Garages or any increase in taxes for the condominium that results from construction of the Garages, from only those Unit Owners who have the exclusive right to use the Garages pursuant to the terms of this Declaration, which shall be apportioned among such Unit Owners and collected from Unit Owners, based on a fraction, the numerator of which is the number of Garages appurtenant to such Unit Owner's Unit, and the denominator of which is the total number of Garages.

4. Section 16.03 of the Declaration is hereby added to the Declaration as follows:

16.03 Garages. Garages shall be used for storage of at least one (1) four wheel passenger automobile and light tools, equipment, and other items that may be stored within the remaining area included within each Garage not required for storage of such automobile, and for no other purpose. Explosives, corrosives, or similar dangerous substances may not be stored in Garages. Garages may be used for occasional or incidental repair, carpentry, hobby-related, or similar activities, except that the consistent use of power tools, machinery, or equipment on a regular basis is prohibited. No Garage shall be used for any commercial purpose. No Garage may be divided or subdivided into a smaller Garage, nor any portion thereof sold or otherwise transferred except as permitted by this Declaration. The Board of the Association shall have the right to make and amend reasonable rules and regulations concerning the use of the Garages, which rules and regulations may prohibit the use of other equipment or appliances in Garages. No such rule or regulation shall contravene any portion of this Declaration or the Association's Articles of Incorporation or Bylaws. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners to which the exclusive use and benefit of any Garage is assigned.

5. Except as herein amended, the terms and conditions of the Declaration remain in full force and effect.

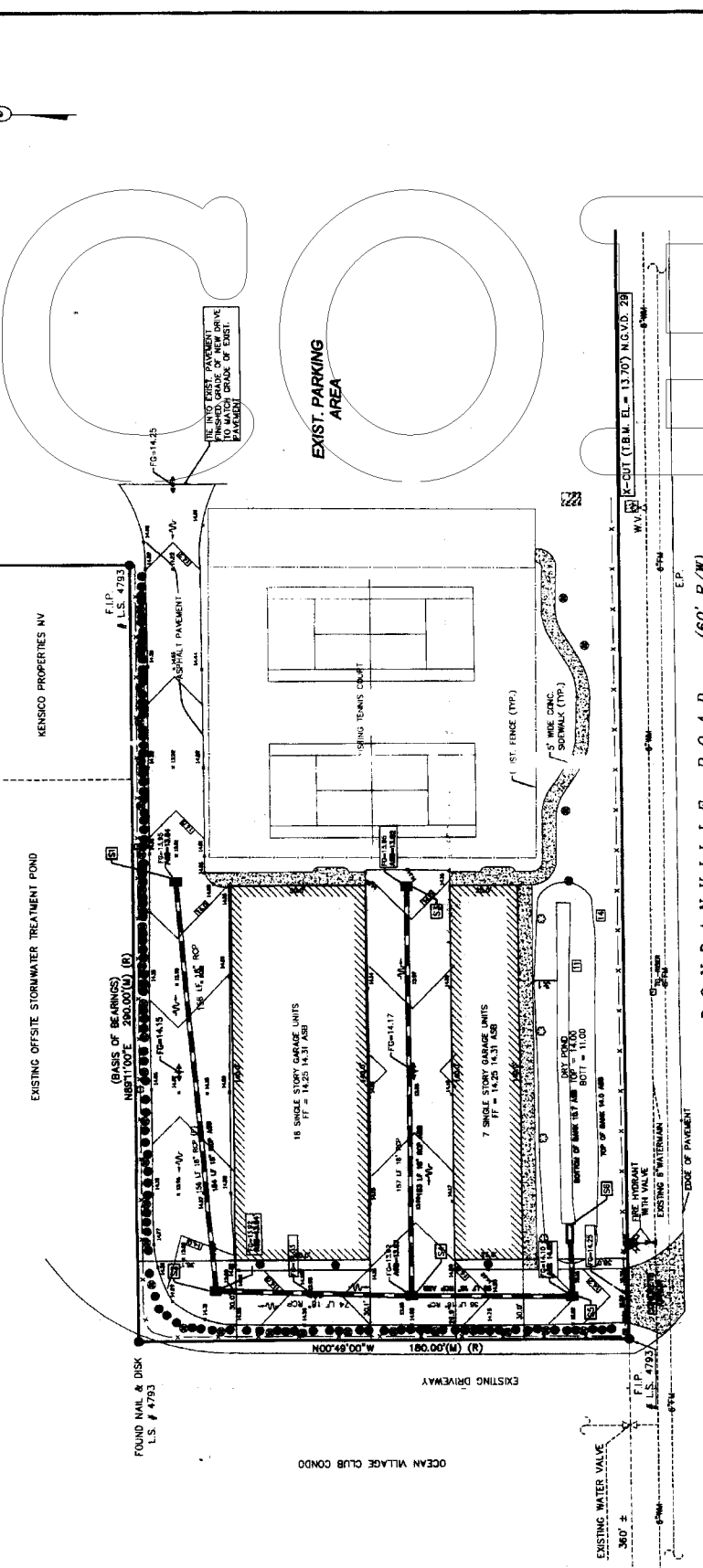
**IN WITNESS WHEREOF**, this Amendment to the Declaration of Condominium Ownership of Anastasia, a Condominium, has been duly executed as of the date and year first above written.

**[Signatures begin on following page]**



# AS-BUILT

## ANASTASIA CONDOMINIUMS PARKING GARAGES SECTION 10, TOWNSHIP 8 SOUTH, RANGE 30 EAST ST. JOHNS COUNTY, FLORIDA.



DONDANVILLE ROAD (60' R/W)

**DRAINAGE STRUCTURE TABLE**

STR. NO.	TYPE	SIZE	INVERT	MANHOLE	OUT
S1	1"	6"	11.8200		11.8200
S2	2"	6"	11.7100		11.7100
S3	4"	6"	11.4560		11.4560
S4	6"	6"	11.3500		11.3500
S5	8"	6"	11.2400		11.2400
S6	10"	6"	11.1300		11.1300
S7	12"	6"	11.0200		11.0200
S8	14"	6"	10.9100		10.9100
S9	16"	6"	10.8000		10.8000
S10	18"	6"	10.6900		10.6900
S11	20"	6"	10.5800		10.5800
S12	22"	6"	10.4700		10.4700
S13	24"	6"	10.3600		10.3600
S14	26"	6"	10.2500		10.2500
S15	28"	6"	10.1400		10.1400
S16	30"	6"	10.0300		10.0300
S17	32"	6"	9.9200		9.9200
S18	34"	6"	9.8100		9.8100
S19	36"	6"	9.7000		9.7000
S20	38"	6"	9.5900		9.5900
S21	40"	6"	9.4800		9.4800
S22	42"	6"	9.3700		9.3700
S23	44"	6"	9.2600		9.2600
S24	46"	6"	9.1500		9.1500
S25	48"	6"	9.0400		9.0400
S26	50"	6"	8.9300		8.9300
S27	52"	6"	8.8200		8.8200
S28	54"	6"	8.7100		8.7100
S29	56"	6"	8.6000		8.6000
S30	58"	6"	8.4900		8.4900
S31	60"	6"	8.3800		8.3800
S32	62"	6"	8.2700		8.2700
S33	64"	6"	8.1600		8.1600
S34	66"	6"	8.0500		8.0500
S35	68"	6"	7.9400		7.9400
S36	70"	6"	7.8300		7.8300
S37	72"	6"	7.7200		7.7200
S38	74"	6"	7.6100		7.6100
S39	76"	6"	7.5000		7.5000
S40	78"	6"	7.3900		7.3900
S41	80"	6"	7.2800		7.2800
S42	82"	6"	7.1700		7.1700
S43	84"	6"	7.0600		7.0600
S44	86"	6"	6.9500		6.9500
S45	88"	6"	6.8400		6.8400
S46	90"	6"	6.7300		6.7300
S47	92"	6"	6.6200		6.6200
S48	94"	6"	6.5100		6.5100
S49	96"	6"	6.4000		6.4000
S50	98"	6"	6.2900		6.2900
S51	100"	6"	6.1800		6.1800
S52	102"	6"	6.0700		6.0700
S53	104"	6"	5.9600		5.9600
S54	106"	6"	5.8500		5.8500
S55	108"	6"	5.7400		5.7400
S56	110"	6"	5.6300		5.6300
S57	112"	6"	5.5200		5.5200
S58	114"	6"	5.4100		5.4100
S59	116"	6"	5.3000		5.3000
S60	118"	6"	5.1900		5.1900
S61	120"	6"	5.0800		5.0800
S62	122"	6"	4.9700		4.9700
S63	124"	6"	4.8600		4.8600
S64	126"	6"	4.7500		4.7500
S65	128"	6"	4.6400		4.6400
S66	130"	6"	4.5300		4.5300
S67	132"	6"	4.4200		4.4200
S68	134"	6"	4.3100		4.3100
S69	136"	6"	4.2000		4.2000
S70	138"	6"	4.0900		4.0900
S71	140"	6"	3.9800		3.9800
S72	142"	6"	3.8700		3.8700
S73	144"	6"	3.7600		3.7600
S74	146"	6"	3.6500		3.6500
S75	148"	6"	3.5400		3.5400
S76	150"	6"	3.4300		3.4300
S77	152"	6"	3.3200		3.3200
S78	154"	6"	3.2100		3.2100
S79	156"	6"	3.1000		3.1000
S80	158"	6"	2.9900		2.9900
S81	160"	6"	2.8800		2.8800
S82	162"	6"	2.7700		2.7700
S83	164"	6"	2.6600		2.6600
S84	166"	6"	2.5500		2.5500
S85	168"	6"	2.4400		2.4400
S86	170"	6"	2.3300		2.3300
S87	172"	6"	2.2200		2.2200
S88	174"	6"	2.1100		2.1100
S89	176"	6"	2.0000		2.0000
S90	178"	6"	1.8900		1.8900
S91	180"	6"	1.7800		1.7800
S92	182"	6"	1.6700		1.6700
S93	184"	6"	1.5600		1.5600
S94	186"	6"	1.4500		1.4500
S95	188"	6"	1.3400		1.3400
S96	190"	6"	1.2300		1.2300
S97	192"	6"	1.1200		1.1200
S98	194"	6"	1.0100		1.0100
S99	196"	6"	0.9000		0.9000
S100	198"	6"	0.7900		0.7900
S101	200"	6"	0.6800		0.6800
S102	202"	6"	0.5700		0.5700
S103	204"	6"	0.4600		0.4600
S104	206"	6"	0.3500		0.3500
S105	208"	6"	0.2400		0.2400
S106	210"	6"	0.1300		0.1300
S107	212"	6"	0.0200		0.0200

**AS-BUILT NOTES:**  
 1) NO SURFACE PAVED IMPROVEMENTS ARE LOCATED.  
 2) DIMENSIONS OF FINISHES & APPROXIMATIONS IS NOT GUARANTEED.  
 3) ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME PERIOD.  
 4) ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME PERIOD.  
 5) ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME PERIOD.

**ABBREVIATION TABLE:**  
 S - SURVEY  
 E - EXISTING  
 P - PROPOSED  
 M - MANHOLE  
 C - CONCRETE  
 R - REINFORCED  
 B - BRICK  
 S - SAND  
 G - GRAVEL  
 L - LIME  
 M - MORTAR  
 P - PLASTER  
 S - STUCCO  
 C - COULTER  
 T - TERRAZZO  
 G - GRANITE  
 M - MARBLE  
 P - PAVEMENT  
 S - SIGN  
 L - LANDSCAPE  
 S - SERVICE  
 S - SIGNAGE  
 T - TREE  
 S - SHrub

**PROPERTY DATA:**  
 PROJECT DATA: ANASTASIA CONDOMINIUMS PARKING GARAGES  
 ADDRESS: 2 DONDANVILLE ROAD  
 PIN: 19716-2001

**PROPERTY DATA:**  
 FLOOD ZONE NUMBER: "X"  
 COMMUNITY PANEL NO: 197161-2001  
 REVISIONS: 01/20/04

**PROPERTY DATA:**  
 SURVEY DATE: 08/15/01  
 SURVEY DATE: 08/15/01  
 SIGNATURE DATE: 08/15/01

**PROJECT DATA:**  
 MAP SCALE: 1" = 30'  
 PROJECT #: 08-011  
 SURVEY DATE: 08/15/01  
 SIGNATURE DATE: 08/15/01

**APPROVED BY:**  
 PROJECT ENGINEER: [Signature]  
 SURVEYOR: [Signature]  
 DATE: 08/15/01

**Land Survey Resources, Inc.**  
 1515 S.W. 16th Avenue  
 Fort Lauderdale, FL 33304  
 PHONE: 954-565-2200  
 FAX: 954-565-2201  
 WEBSITE: www.lsr.com

